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21 *[Additional Counsel Next Page]*

22 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

23 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

24 WILLIAM MORENO, LIZBETH GONZALEZ
25 VELAZQUEZ, SARAH SANDOVAL,
26 MUSTAFA ALKARKHI, JACOB TERRY,
27 and RALPH HERNANDEZ, individually, and
28 on behalf of all others similarly situated,

Plaintiffs,

v.

ABC PHONES OF NORTH CAROLINA, INC.
DBA VICTRA, a North Carolina corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV31717
Related Case No.: 24STCV09415
Related Case No.: 24STCV12066

*[Assigned for All Purposes to the Hon. Elihu
M. Berle, Dept. 6]*

**DECLARATION OF MONIQUE N. TOBY
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing Information:
Date: April 22, 2026
Time: 9:00 a.m.
Dept: 6

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JACOB TERRY

1 **DECLARATION OF MONIQUE N. TOBY**

2 I, Monique N. Toby, declare:

3 1. I am an attorney licensed to practice law in the state of California and have been
4 admitted to practice before this Court. I am an attorney with the law firm Lavi & Ebrahimian, LLP,
5 counsel for Plaintiff RALPH HERNANDEZ (“Plaintiff”) in this action, and I am an attorney
6 assigned to work on this case. Based on my assignment to this case and familiarity with the file and
7 action in this matter, I have personal knowledge of the matters stated herein and if called and sworn
8 as a witness, I would and could competently testify under oath thereto. I am a member in good
9 standing of the bar of the State of California, and the Central U.S. District Court in California.

10 2. This Declaration is submitted in support of Plaintiffs’ Motion for Preliminary
11 Approval of Class Action Settlement.

12 **CLASS COUNSEL’S INVESTIGATION:**

13 3. On or around June 5, 2024, Plaintiff filed a class action complaint against ABC
14 Phones of North Carolina, Inc. DBA Victra (“Defendant”), in the Riverside County Superior Court,
15 Case No.: CVRI2403148, alleging causes of action for (1) Failure to Pay Wages for All Hours
16 Worked at Minimum Wage in Violation of Labor Code Sections 1194 and 1197; (2) Failure to Pay
17 Overtime Wages for Daily Overtime Worked in Violation of Labor Code Sections 510 and 1194;
18 (3) Failure to Authorize or Permit Meal Periods in Violation of Labor Code Sections 512 and 226.7;
19 (4) Failure to Authorize or Permit Rest Periods in Violation of Labor Code Section 226.7; (5) Failure
20 to Indemnify Employees for Employment-Related Losses/Expenditures in Violation of Labor Code
21 Section 2802; (6) Failure to Provide Complete and Accurate Wage Statements in Violation of Labor
22 Code Section 226; (7) Failure to Timely Pay All Earned Wages and Final Paychecks Due at Time
23 of Separation of Employment in Violation of Labor Code Sections 201, 202, and 203; and (8) Unfair
24 Business Practices, in Violation of Business and Professions Code Sections 17200, et seq.

25 4. On or around June 5, 2024, Plaintiff submitted notice to the California Labor and
26 Workforce Development Agency (“LWDA”) informing it of her intention to bring a claim for civil
27 penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code section
28 2698, et seq.

1 5. On or around August 12, 2024, Plaintiff filed a PAGA action alleging one cause of
2 action for penalties pursuant to PAGA, Case No. CVPS2405007 in the Superior Court of California,
3 County of Riverside (the “PAGA Action”).

4 6. On April 1, 2025, after extensive informal discovery and data exchange, the Parties
5 participated in a mediation with Gig Kyriacou., an experienced mediator in class action employment
6 litigation. After a full day of arm’s-length negotiations and further negotiations, the Parties reached
7 a global settlement and memorialized the agreement in the Settlement Agreement, which was
8 executed on or around February 24, 2026.

9 7. On or around November 21, 2025, Plaintiff William Moreno filed a First Amended
10 Complaint (the “Operative Complaint”), adding Plaintiff Hernandez as one of the named plaintiffs
11 in the case entitled *William Moreno, et al. vs. ABC Phones of North Carolina, Inc.*, Los Angeles
12 County Superior Court, Case No.: 23STCV31717, alleging causes of actions against Defendant for
13 (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3)
14 Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to
15 Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements;
16 (7) Failure to Indemnify Employees for Expenditures; (8) Failure to Produce Requested
17 Employment Records; (9) Unfair Business Practices; and (10) Civil Penalties Under PAGA, Labor
18 Code Section 2698, et seq.

19 **EXPERIENCE OF CLASS COUNSEL:**

20 8. The attorneys at our office are experienced and qualified to evaluate the class claims
21 and to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the
22 defenses. Lavi & Ebrahimian, LLP is experienced and qualified to act as Class Counsel, to evaluate
23 the class claims, to evaluate settlement versus trial on a fully informed basis, and to evaluate the
24 viability of the defenses. The law firm of Lavi & Ebrahimian, LLP, has almost exclusively practiced
25 in the area of labor and employment law.

26 9. The partner of the firm who was lead counsel on this matter, Mr. Joseph Lavi, has
27 been practicing law for over twenty (20) years. Mr. Vincent Granberry, another senior attorney with
28 our firm, graduated from Arizona State University Sandra Day O’Conner College of Law in 2010

1 and has been practicing law for over thirteen years. Mr. Jovahn Wiggins graduated from Gonzaga
2 Law School in 2022 and has been licensed to practice law since 2023. I graduated from LMU Loyola
3 Law School, Los Angeles in 2025 and have been practicing with the law firm of Lavi & Ebrahimian,
4 LLP since December 2025. Mr. Lavi, Mr. Granberry, Mr. Wiggins, I, and the other members of my
5 firm, have almost exclusively practiced in the area of labor and employment law. Mr. Lavi has
6 handled numerous cases in all aspects of employment and labor law, including state and federal
7 class actions, including wrongful termination, retaliation, and harassment actions. Mr. Granberry
8 has been in practice with the law firm of Lavi & Ebrahimian, LLP since April 2014. Super Lawyers
9 Magazine has selected Mr. Granberry as a Southern California Rising Star in 2016 through 2025 in
10 the area of Plaintiff's employment litigation and as one of the Up-and-Coming 100 attorneys in the
11 same field in 2018 and again from 2020 - 2024. Mr. Granberry has been involved in numerous cases
12 in all aspects from trial through trial and appeal, including California and Federal class actions,
13 wrongful termination, discrimination, harassment and retaliation cases.

14 10. Mr. Lavi has handled numerous cases in all aspects of employment and labor law,
15 including state and federal class actions, wrongful termination, discrimination, harassment, and
16 retaliation cases. Mr. Lavi has tried both labor and employment cases in State and Federal court,
17 and has argued before various Court of Appeals, on employment issues such as validity of
18 Arbitration Agreements, Application of Res Judicata in class action cases as well as other
19 employment issues. Mr. Lavi has also been a panelist and/or speaker for various Employment Law
20 Continuing Legal Education Panels on issues of employment law trials, how to proceed and conduct
21 trials as well as proving and winning punitive damages. Mr. Lavi has also been named a Southern
22 California Super Lawyer in the area of plaintiffs' employment litigation – class action from 2011-
23 2025. Some of the class actions that Mr. Lavi has handled against employers on wage and hour
24 issues and have been approved as class counsel consisted of Kaiser Permanente which settled for
25 \$6,510,000.00; Hustler Casino which settled for \$980,000.00; Chevron Stations Inc., which settled
26 for \$4,500,000.00; Commerce Casino which settled for \$1,575,000.00; BP West Cost Products,
27 which settled for \$4,000,000.00; Kaiser Permanente which settled for \$3,600,000.00, Fuddruckers
28 (as lead counsel) which settled for \$900,000.00; Movado Retail Group, Inc. (as lead counsel) which

1 settled for \$728,000.00, Chuck-E-Cheese's (as lead counsel) which settled for \$1,900,000.00; Aero-
2 Electric Connector, Inc. (as lead counsel) which settled for \$1,500,000.00; Clougherty Packing,
3 LLC (as lead counsel) which settled for \$4,250,000.00; and Gruma Corporation (as lead counsel)
4 which defendant's petition to the United States Supreme Court in the matter was denied and the
5 matter settled for \$2,300,000.00. There are numerous other class actions that Mr. Lavi has settled
6 as well as pending ones. she and members of the firm have been approved as class counsel by both
7 federal and state Courts. Mr. Lavi, Mr. Granberry, Mr. Wiggins, I, and the other attorneys at Lavi
8 & Ebrahimian who are available to assist us in this case if needed, are fully capable of adequately
9 and fairly representing Plaintiff and the proposed class in this matter. Lavi & Ebrahimian, LLP, has
10 been appointed Class Counsel in over fifty (50) contested proceedings including the following:

11 a. *Ischak v. Kaiser Foundation Hospitals, Inc.*, Los Angeles Superior Court
12 Case No. BC343535;

13 b. *Santana v. El Pollo Loco, Inc.*, Los Angeles Superior Court Case No.
14 BC369846;

15 c. *Edlin, et al. v. Fuddruckers, Inc.*, United States District Court, Central
16 District of California, Case No. CV-07-3678-ABC;

17 d. *Chavez, et al. vs. CEC Entertainment, Inc. d/b/a Chukee-Cheeses*, Los
18 Angeles Superior Court Case No. BC380996;

19 e. *Bustamante, et al. v. Teamone Employment Specialists*, Los Angeles Superior
20 Court Case No. BC383266;

21 f. *Cervantes, et al. v. Kaiser Foundation Hospitals, Inc.*, Alameda Superior
22 Court Case No. RG 0265835;

23 g. *Seng Savang v. Club One Casino*; Fresno Superior Court Case No.
24 05CECG02189;

25 h. *Norman, et al. v. Movado Retail Group, Inc.*, United States District Court,
26 Central District of California, Case No. CV08-06691 SVW (PLA);

27 i. *Shand v. G.A.L.A., Inc. dba Giorgio Armani*, Los Angeles Superior Court
28 Case No. BC342588;

1 g. *Solis v. Plycraft Industries, Inc.*, Los Angeles Superior Court Case No.
2 BC374816;
3 h. *Campos v. HWB Carwash, Inc.*, Los Angeles Superior Court Case No.
4 BC378990;
5 i. *Acosta, et al. v. Texwood Industries*, United States District Court, Central
6 District of California, Case No. CV07-3237-DDP (PLAX);
7 h. *Arevalo v. Gruma Corporation*, Los Angeles Superior Court Case No.
8 BC410322;
9 j. *Burrola v. American Promotional Events*, Los Angeles Superior Court Case
10 No. BC412315;
11 k. *Cortez v. Trader Distribution Services*, Los Angeles Superior Court Case No.
12 BC397208;
13 l. *Cueva v. Allied Industries, Inc.*, Los Angeles Superior Court Case No.
14 BC399431;
15 m. *Del Toro v. Petco Animal Supplies, Inc.*, San Diego Superior Court Case No.
16 37-2009-00103626-CU-OE-CTL;
17 n. *Garcia v. Home Cooking, Inc.*, Los Angeles Superior Court Case No.
18 BC451148;
19 o. *Alcantar v. Amerimax Building Products, Inc.*, United States District Court,
20 Central District of California, Case No. CV 10-8916 DDP (CWx);
21 p. *Arancivias v. Clougherty Packaging, LLC dba Farmer John*, Los Angeles
22 Superior Court Case No. BC432406;
23 q. *Barajas v. Menzies Aviation, Inc.*, United States District Court, Central
24 District of California, Case No CV-10-02315-JEM;
25 r. *Barrera v. BHFC Operating, LLC dba Bottega Louie*, Los Angeles Superior
26 Court Case No. BC462603;
27 s. *Camacho v. American Textile Maintenance Co.*, Los Angeles Superior
28 Court Case No. BC452570;

1 t. *Cortes v. Monsanto Company*, Ventura Superior Court Case No. 56-2010-
2 00366952-CU-OE-VTA;
3 u. *Escobar v. Aero-Electric Connector, Inc.*, Los Angeles Superior Court Case
4 No. BC421009;
5 v. *Gomez v. Bacara Resort & Spa*, Santa Barbara Superior Court Case No.
6 1341987;
7 w. *Gonzalez v. Ashley Furniture Industries, Inc.*, Los Angeles Superior Court
8 Case No. BC425708;
9 x. *Gonzalez v. Burrtec Waste Industries, Inc.*, Los Angeles Superior Court Case
10 No. BC436879;
11 y. *Gutierrez v. Visterra Credit Union*, Riverside Superior Court Case No.
12 RIC10020183;
13 z. *Hernandez v. Kruse & Son, Inc.*, Los Angeles Superior Court Case No.
14 BC411849;
15 aa. *Lopez v. Tecno Industrial Engineering*, Los Angeles Superior Court Case No.
16 BC411134;
17 bb. *Lowanga v. Continental Currency Services, Inc.*, Orange County Superior
18 Court Case No. 30-2011-0044011-CU-OE-CXC;
19 cc. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central
20 District of California, Case No. CV 10-0415 ODW (FMOx)
21 dd. *Lozada v. Classic Party Rentals, Inc.*, Los Angeles Superior Court Case No.
22 BC443792;
23 ee. *Madrid v. OPI Products, Inc.*, Los Angeles Superior Court Case No.
24 BC451489;
25 ff. *Martinez v. J. Fletcher Creamer & Son, Inc.*, United States District Court
26 Case No. CV 10-0968-PSG-FMOX;
27 gg. *Martinez v. Administaff Companies II, L.P.*, Los Angeles Superior Court Case
28 No. BC425799;

1 hh. *Martinez v. Morgans Hotel Group Management, LLC*, Los Angeles Superior
2 Court Case No. BC446744;
3 jj. *Sanchez v. La Brea Bakery, Inc.*, Los Angeles Superior Court Case No.
4 BC456420;
5 ii. *Montenegro v. Ruggeri Marble and Granite, Inc.*, United States District
6 Court, Central District of California, Case No. CV-10-00711 JFW (PLAx);
7 kk. *Reed v. 99 Cents Only Stores*, Los Angeles Superior Court Case No.
8 BC436793;
9 ll. *Santos v. Noble Management Group-California, LLC*, United States District
10 Court, Central District of California, Case No. CV 10-2594 DSF (VBKx)
11 mm. *Taylor v. U.S. Healthworks Holding Company, Inc.*, Orange County Superior
12 Court Case No. 30-2011-00473505;
13 nn. *Valencia Diaz v. Gene Wheeler Farms, Inc.*, Los Angeles Superior Court
14 Case No. BC436235;
15 oo. *Zad-Behtooie v. Valley Village*, Los Angeles Superior Court Case No.
16 BC451490;
17 pp. *Bell v. Aidells Sausage Company, Inc.*, Alameda Superior Court Case No.
18 RG10523946;
19 qq. *Negrete v. Cenveo, Inc.*, United States District Court, Central District of
20 California, Case No. CV 11-09543 DSF (MRWx);
21 rr. *Bejar v. Exopack-Ontario, Inc.*, Orange County Superior Court Case No. 30-
22 2011-00518396-CU-OE-CXC;
23 ss. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central
24 District of California, Case No. CV 10-0415 ODW (FMOx);
25 tt. *Sparks v. Larry Flynt dba Hustler Casino*, Los Angeles Superior Court Case
26 No. BC320172;
27 uu. *Morris v. Chevron Stations, Inc.*, Los Angeles Superior Court Case No.
28 BC361380;

1 vv. *Marino v. BP West Coast Products, LLC*, Los Angeles Superior Court Case
2 No. BC357987.

3 11. Mr. Lavi, Mr. Granberry, Mr. Wiggins, I, and the other attorneys at the firm made
4 every effort to litigate this action in an efficient and cost-effective manner. Given his years of
5 experience, his trial and appellate experience, and the focus of his practice, if Mr. Lavi were to
6 charge for his type of work by the hour, his current hourly rate would be \$1,000 per hour. Mr.
7 Granberry's hourly rate would be \$725. Mr. Wiggins and my hourly rate would be \$675 per hour.
8 This rate is the firm's current billing rate and is supported by the extensive and specialized
9 experience in these types of cases and recognized expertise described. I have personal knowledge
10 of the hourly rates charged by other attorneys with comparable experience to both Mr. Lavi's and
11 mine. Based on that information, I believe that our rates are fully consistent with the market rate for
12 attorneys with comparable expertise, experience and qualifications. Specifically, based on the
13 information I have, I believe that our rates are reasonable and appropriate fees for Los Angeles
14 attorneys with comparable expertise, experience, and qualifications.

15 12. The specific work performed by my firm in prosecuting this action has included, but
16 not been limited to: preparing the pleadings; extensive informal discovery exchange including
17 analysis of Defendant's relevant policies and procedures and review, compilation, and analysis of—
18 with support of Class Counsel's expert—the following: a random sample of timekeeping and payroll
19 data of 5,513 putative class members which spanned from July 3, 2019 to the present, Plaintiff's
20 time cards, the number of current class members, number of former class members, number of
21 workweeks, number of pay periods during the PAGA Period, number of aggrieved employees,
22 average hourly rate of pay, Defendant's employee handbook in English, and information about the
23 timekeeping service used by Defendant, including the relevant user manual; reviewing other
24 documents; analyzing available data; participating in settlement negotiations; participating in a full-
25 day mediation; post-mediation settlement discussions; negotiating, drafting, and reviewing
26 settlement agreement as well as drafting the Motion for Preliminary Approval and related papers.

27 13. Our firm maintains all records regarding costs expended on each case. I have
28 reviewed the records of costs expended in this matter. According to our records, our firm has

1 incurred costs in the amount of at least \$3,536.09 in this matter and will likely incur additional costs
2 to see this matter through final judgment.

3 14. Co-counsels have executed a Joint Prosecution Agreement to which Plaintiff
4 Hernandez has provided express written consent to a fee splitting agreement between co-counsels
5 as follows: 50% to Wilshire Law Firm, PLC; 15% to Bokhour Law Group, P.C.; 15% to Falakassa
6 Law, P.C.; 10% to Lavi & Ebrahimian, LLP; and 10% to Messrelian Law Inc.

7 **CONTRIBUTION OF PLAINTIFF AND REASONABLENESS OF THE REQUESTED**
8 **SERVICE PAYMENT:**

9 15. Plaintiff Hernandez is entitled to an Enhancement Award for his service as class
10 representative and the risks associated with his role as Class Representative and a named Plaintiff
11 in this action. Plaintiff Hernandez understands and continues to understand his role as Class
12 Representative; he has protected the interests of Class Members during the pendency of this matter
13 and will continue to do so. Plaintiff Hernandez does not have any interest that is adverse to the
14 interests of the other class members. Defendant will not oppose the application for an Enhancement
15 Award not to exceed \$10,000 to all named Plaintiffs as the Class Representatives from the Gross
16 Settlement Fund for their services to the Class in this action. Our firm can attest that Plaintiff
17 Hernandez devoted a proportionate amount of time and work assisting counsel in the case,
18 communicating with counsel frequently, providing documents and information regarding his
19 employer and employment, providing verified discovery, and being deposed, which led to increase
20 in the value and ultimate success of the Settlement. It is imperative that Plaintiff Hernandez obtain
21 just compensation for the time, effort and risk associated with his fiduciary duties as a class
22 representative and a named Plaintiff. I believe that the requested Class Representative Service
23 Payment of \$10,000 to each Plaintiff as a service award is fair and reasonable. As such, the requested
24 payment is warranted for his time and effort when the Class Members are able to receive significant
25 benefits for Plaintiffs' efforts, as well as the fact that each of the named Plaintiffs put themselves at
26 significant risk for liability for costs in this matter if Defendant were the prevailing party in the
27 litigation as well as for retaliation by other employers who may discover, and find it unappealing,
28 that he was a class representative in a lawsuit against Defendant, his former employer. Plaintiff

1 Hernandez provided Class Counsel with factual information needed to prepare the complaints. He
2 collected relevant documents and produced those documents to Class Counsel and remained
3 engaged throughout continued settlement negotiations that were ultimately required to reach a
4 global settlement in this case. At this point in the approval process, Plaintiffs' requested payment
5 should be approved and allow the Class Members an opportunity to object to the requested
6 enhancement.

7 I declare under penalty of perjury under the laws of the State of California that the foregoing is
8 true and correct. Executed this 26th day of February 2026, at Beverly Hills, California.

9
10 /s/ Monique Toby

Monique N. Toby